U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Multiple-Part Sets (Carbonless Paper)

as requisitioned from the U.S. Government Printing Office (GPO) by the

National Institutes of Health

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending April 30, 2010, plus up to 4 optional 12-month extension periods that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11 a.m., prevailing Washington, DC time, on May 8, 2009

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street NW, Room C-161, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June, 2001.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered un this contract will be located within 60-mile radius of zero milestone Washington, D.C.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING ITEMS WHICH DIFFER SIGNIFICANTLY FROM THE PREVIOUS CONTRACT:

Electronic Media

Additional lesser changes are scattered throughout.

Abstracts of contract prices are available at http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp.

For information of a technical nature call Kariane Reid (202) 512-0455 (No collect calls), or email apsteam1@gpo.gov.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (Rev. 8-02).

"GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/printforms/pdf/contractdisputes.pdf. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level IV.
- (b) Finishing (item related) Attributes -- Level IV.
- (c) Exceptions: Maximum registration deviation plus or minus $\frac{1}{32}$ ".

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests General Inspection Level I.
- (b) Destructive Tests Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

Attribute

Specified Standard

P-7. Type Quality and Uniformity

Camera copy/films/Electronic Media

P-9 Solid and Screen Tint Color Match

Pantone Matching System

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to April 30, 2010, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final

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period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending January 31, 2009, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through April 30, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

SECTION 2.- SPECIFICATIONS

SCOPE: These specifications cover the production of multiple-part carbonless paper sets, fan apart or equal, and/or pads requiring such operations as film making, composition, printing, cutting, drilling, perforating, numbering, padding, packing, and delivery.

TITLE: Multiple-part Sets (Carbonless Paper).

FREQUENCY OF ORDERS: Approximately 40 orders per year.

QUANTITY: Approximately 50 to 60,000 sets per order, with an average of 2,200 sets per order. Occasionally an order for up to 300,000 sets may be placed.

NUMBER OF PARTS: 1 to 7 parts per set per order.

QUANTITY VARIATION ALLOWED: Unless otherwise specified on the print order, plus or minus 1% variation will be allowed for cut sheet forms and 10% variation will be allowed on multiple part sets, not to exceed 25,000 forms or sets, as ordered. Shipping instructions for any overs will be indicated on the print order.

TRIM SIZES: Various trim sizes will be ordered and paid for in their respective "Format" classification as follows:

Format "A": 3 x 5" up to and including 4 x 6".

Format "B": Over 4 x 6" up to and including 8-1/2 x 11".

GOVERNMENT TO FURNISH:

Films, camera copy and or manuscript (approximately 5%)

Electronic Media (approximately 95% of the orders will have electronic media furnished):

Platform: Macintosh System 7.0 or IBM or compatible with Windows.

Storage Media: 700MB CD-Rom

Software: Adobe Illustrator, PhotoShop and QuarkXPress current versions. Files will be provided in native and PDF format.

Fonts: All printer and screen fonts will be furnished.

The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

GPO Form 952 and a visual of the furnished electronic files will be provided.

One reproduction proof, Form 905 (R. 6/03) with labeling and marking specifications.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

COMPOSITION: The contractor will be required to set all type from carefully prepared manuscript. The contractor will be required to set type in accordance with instructions furnished with each order. Forms will include vertical and horizontal rules and may include a very small amount (approximately 1%) of blockout and screened areas. The prices offered for per page composition must include the cost of preplanning and proofreading.

FILMS: The contractor must make all films required. Films may be opaqued on either the emulsion or non-emulsion side.

The films delivered to the Government must be the final films used for printing. They must be suitable for making press plates for subsequent reprinting without any retouching, opaquing, surprinting or any other hand or camera work.

PROOFS: When indicated on the print order, the contractor will be required to furnish three sets of page proofs or PDF proofs when required.

The contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the copy submitted.

Three sets of revised page proofs or PDF proofs (if required).

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

Page and Revised Page Proofs: Proofs must be uniform in size and contain a single page to a sheet. Tables on one set of proofs must be completely ruled.

Contractor must not print prior to receipt of an "OK to print".

STOCK: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in their opinion, materially differs from that of the color sample(s).

The paper to be used will be indicated on each print order.

The color, kind, and weight latitude of paper for each part will be specified on each print order. The contractor may supply any weight within the latitude ordered.

White and Colored Chemical Transfer Bond Paper, with black or blue imaging, CB, basis weight: 13-15 or 20lbs. per 500 sheets, 17 x 22"; CFB, basis weight: 13-17 or 20lbs. per 500 sheets, 17 x 22"; and CF, basis weight: 13-15 or 20lbs. per 500 sheets, 17 x 22". If the paper supplied has a basis weight of 15lbs. per 500 sheets, 17 x 22" for CB or CF; or a basis weights of 14.5lbs. per 500 sheets, 17 x 22" for CFB, then the paper must conform to all specifications contained in JCP Code O-80

PRINTING: Print face only, head-to-head, head-to-side and head-to-foot as ordered, in black or a single color ink. Approximately 97% of the orders will be printed in black ink. When colored ink is required, the Department will specify a Pantone number to be matched by the contractor. Approximately 95% of the orders will print face only.

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Copy designation (part-to-part changes consisting of one to three lines), may be ordered printed as part of the base form (same ink color) or printed in red.

NUMBERING: At the option of the Government, crash and serial numbering will be required on approximately 7% of the orders. The numbers, $^{3}/_{16}$ " to $^{1}/_{4}$ " high, (5 to 6 digits) shall appear in the same position on each form or part and will print in red ink and must be clear and legible. The print order (GPO Form 2511) will indicate if missing numbers are not permitted. Complete instructions for numbering will be indicated on the print order.

MARGINS: Margins will be as indicated on the print order or furnished copy.

BINDING:

Multiple-part sets shall be collated, trimmed to size, and joined into sets by "edge bonding" using a special adhesive made for this purpose, that will hold the individual parts of a set together during fill-in and normal handling, but which allows ready separation of the parts without damage to the parts. Parts shall be joined into sets at the edge specified on individual print orders.

Padding: There will be an occasional order for one-part sets (coated face and back). Trim and pad in units of 50's or 100's as indicated on the print order. Gum or gum and crash or any suitable padding compound may be used. The contractor will be required to furnish .020" chipboard, newsboard, or equal for backs.

Drilling: It is anticipated that either $\frac{1}{4}$ or $\frac{3}{8}$ round holes will be required on top or left of some forms. Complete drilling instructions will be indicated on the print order. Approximately 70% of the orders will drill.

Occasionally, the contractor will be required to add a mylar strip across the drilled holes for reinforcement.

Perforation: There will be an occasional order with either vertical and/or horizontal perforation. Complete instructions will be indicated on print order. Perforation must have a minimum 4-ties per inch.

PACKING: Band or shrink-film wrap in suitable units or as ordered and pack in shipping containers of 45 lb. capacity.

LABELING AND MARKING: In addition to regular markings, (when required) include stock number indicated on individual print orders on all labels. All inner packages must be labeled, not marked, with label entries in bold characters at least ³/₁₆" high. Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each sublot. Do not choose copies from the same general area in each sublot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Forms

Quantity Ordered	Number of <u>Sublots</u>	
12,000 - 35,000	125	
35,001 and over	200	

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all

shipping documents and sent in accordance with the distribution list to the address listed under "DISTRIBUTION".

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each sublot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

DISTRIBUTION:

Deliver f.o.b. destination to approximately three addresses in the Washington, DC area. Complete addresses and quantities will be furnished with the print orders. Approximately 80% of all orders will require inside delivery as specified on the print orders.

Upon completion of each order, all furnished material and negatives made by the contractor must be returned by traceable means to: National Institute of Health, Printing Procurement Section, Building 31, Room B4BN-08, 9000 Rockville Pike, Bethesda, MD 20892-0031, with print order number marked on package.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Furnished material and proofs must be picked up from and delivered to HHS/National Institute of Health, Printing Procurement Section, at either of the following addresses: Building 31, Room B4BN-08, 9000 Rockville Pike, Bethesda, MD 20892-0031.

No definite schedule for pickup of material can be predetermined.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Submit page proofs or PDF proof, when required, within two workdays as specified on the print order.

Page proofs will be withheld 2 workdays by the Government.

Contractor must make complete production and delivery, for orders up to 10,000 sets, to NIH within 5 workdays after receipt of an OK to print (when proofs are required) or from when furnished material is provided (if proofs are not required). Two additional workdays will be allowed for each additional 10,000 sets, or fraction thereof, not to exceed 10 workdays.

The ship/deliver date indicated on the print order is the date products ordered must be delivered to the destination specified.

Unscheduled material such as shipping instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce approximately one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

I.	(a)	(1) 1	(2) 4
II.	(a) (b) (c)	(1) 6 24 5	(2) 58
III.	1. (a) (b) 2. (a) (b)	(1) 10 448 1 1	(2) 58 2456 2 251

IV.	(a)	20
	(b)	2123
	(c)	8
	(d)	1
	(e)	115

V.	(1)	(2)	
	(a)	110	1009
	(b)	60	450
	(c)	60	772
	(d)	160	385
	(e)	1	60
	(f)	50	6
	(g)	1	13
	(h)	1	1
	(i)	6	11

SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Bids for each item listed in its respective format group, as defined in Section 2.- Specifications, must include the cost of all required materials and operations in accordance with these specifications.

Bidder must make an entry in each of the spaces provided.

Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Bids for each "Format" shall be for any trim size up to the maximum trim size listed for each of the "Formats", as outlined in Section 2.- Specifications.

Fractional parts of 100 will be prorated at the per 100 rate.

Cost of all required paper must be charged under Item V.

I. COMPOSITION: Payment will be made on a per page basis for each respective Format group.

Format .	A Format B
(1)	(2)
(a) Forms work compositionper page\$	\$

II. FILMS: Trim/Page-Size Film: One basic charge will be allowed for each color on each printed page or side (face or back) of the product.

No charges will be allowed for films furnished by the Government.

	Per J Format A (1)	Film Format B (2)	
(a) Trim/Page-size unit	\$	\$	
(b) Strip-ins (including film, any size)per strip-	in\$		
			(Initials)

	Charge under "Strip-ins" provides for making a film of folio line, signature line and stripping into position. Only one charge will be allowed for each strip-in resides stripped together.		
	(c) Marginal Changeper change		\$
	One marginal change will be allowed for each copy designation excluding the copy	designation	on part 1.
III.	PRINTING AND CUTTING TO SIZE (including gathering and joining): allowed for makeready "Per Cut Form" if all parts print the same.	Only one c	harge will be
		Format A (1)	Format B (2)
	Printed one side only:		
	(a) Makeready and setup charge(b) Running, per 100 copies	. \$	\$
2	Printed two sides:	. \$	\$
		. \$	\$
	(a) Makeready and setup charge(b) Running, per 100 copies	. \$	\$
V.	(a) Perforations (horiz. or vert.)	, a charge wation, two ch	\$ \$ \$ ill be allowed harges will be
	furnished for the product(s) ordered in the applicable "Format" group. The cosmakeready or running spoilage must be included in the prices offered.		
		Format A (1)	Format B (2)
	White Chemical Transfer Bond CF,		
	13.5-16.5 lbs. or CB, 13.5-17 lbs	\$	_ \$
` /	White Chemical Transfer Bond CFB, 13.5-18 lbs	\$	\$
	Colored Chemical Transfer Bond CF,	Ψ	_ Ψ
1	13.5-16.5 lbs. or CB, 13.5-17 lbs	\$	\$
	Colored Chemical Transfer Bond CFB,	¢	¢
J	13.5-18 lbs	⊅	\$
		_	(Initials)

		nat A Format B
	(1	(2)
(e) White Chemical Transfer		
	\$	\$
(f) Chemical Transfer Manila		
	\$	\$
(g) Chemical Transfer Manila Tag,		
CF, 10 pt	\$	\$
(h) White Chemical Transfer		
Ledger CF, 35-36 lbs	\$	\$
(i) Colored Chemical Transfer		
Ledger CF, 35-36 lbs	\$	\$
the "Schedule of Prices" will prevail.	D" form. Do not enter bid prices on GPO Form 91	U; prices entered in
Bidder		
	(City - State)	
By		
-	(Signature and title of person authorized t	o sign this bid)
(Person to be contacted)	(Telephone Number)	